

## ROAD RENTAL AGREEMENT

THIS AGREEMENT, between Rosboro, LLC, herein called the "Landowner", and the UNITED STATES OF AMERICA, acting by and through the Forest Service, USDA, herein called the "Forest Service",

### WITNESSETH:

WHEREAS, Landowner owns the land with existing roads in Sections 10 & 15, T.20S, R.11W, W.M., Lane County, Oregon, as shown on the map attached hereto, marked "Exhibit A", and

WHEREAS, Forest Service needs use of Landowner's existing roads and lands to construct and use temporary roads and skyline log landings, as shown in Exhibit A, associated with timber harvest and removal, and post timber sale activities including but not limited to prescribed burning and planting on National Forest land.

Landowner, for and in consideration of \$500.00 received by Landowner, does hereby provide to the Forest Service and its assigns, subject to existing easements and valid rights, a nonexclusive right to use existing roads for: administration, management, and protection of National Forest Land; the use of its land to construct temporary roads and logging facilities, hauling timber; moving logging equipment over the roads; performing site restoration associated with the "Choker Bell Thin Stewardship Contract."

The following terms and conditions shall apply to this road rental agreement:

1. Forest Service and its assignees shall comply with Industrial Fire Precaution Levels. Purchaser of Forest Service timber sale shall comply with all applicable fire precautions and controls set forth in the associated contract when using the road during the Fire Precautionary Period.
2. Forest Service shall inform all of its assignees of the provisions of this Agreement, and shall require assignees to comply with its provisions.

3. Forest Service shall cut only such timber as necessary to clear the authorized right-of-way for use, road maintenance, temporary road construction, and log landing construction. Unless otherwise agreed to in writing, Timber shall be marked and identified by Forest Service and approved by Landowner prior to cutting and removal. **Purchaser of Forest Service timber sale shall be responsible for purchase of Landowner right-of-way trees directly from Landowner.**
4. Forest Service shall dispose of slash resulting from operations under this Agreement as specified on Exhibit B.
5. Forest Service shall identify and Landowner shall approve Log landing prior to construction and use. After use, Landings shall be scarified to the depth of the compacted layer, providing ripping furrows shall no be deeper than 24 inches and spaced not more than 18 inches apart. Lands used under this Agreement shall be stabilized by seeding, cross-ditching, or other erosion control measures when necessary.
6. Green trees used for guylines or tailholds shall be marked by Forest Service and approved by Landowner prior to use. Forest Service shall protect such green trees from cable damage by using tree plates, tree shoes, or other protective devices. All protective materials, and nails, spikes, or other means of fastening shall be removed when use of the tree is completed.
7. Forest Service shall provide road maintenance commensurate with its use. Said maintenance shall include all expenditures reasonably necessary to place Landowner roads in satisfactory condition for heavy hauling, to keep it in such condition, and to reasonably protect the roads from adverse weather. Maintenance will be performed on Landowner roads in accordance with specifications attached hereto as Exhibit B.
8. Forest Service shall prevent unnecessary damage to Landowner's adjacent land, timber, soil, water and other resources, and improvements. Forest Service shall ensure its operations on Landowner's land comply with applicable federal and state laws, regulations, and standards regarding resource protection, fire prevention and control, slash disposal, and noxious weed prevention and control.
9. Nothing herein contained shall obligate the Forest Service beyond the extent of available authorized appropriations or contrary to the rules, regulations, and laws applicable to the Forest Service.
10. No resident commissioner, nor member of or delegate to Congress, shall be admitted to any share of or part of this road rental agreement or to any benefits that may arise therefrom unless this Agreement is made with a corporation for its general benefit.
11. The Landowner may terminate this Road Rental Agreement for breach of any terms or conditions herein. Provided however, Landowner shall: 1) provide Forest Service written notice of breach and will allow reasonable opportunity to satisfactorily cure the breach;

and 2) shall provide Forest Service notice in writing a minimum of sixty (60) days prior to termination for breach.

12. The Government may terminate this lease at any time by giving at least 120 days notice in writing to the Landowner.


13. Forest Service shall notify Landowner at least five (5) days before beginning operations under the Road Rental Agreement.

14. This Agreement shall terminate on March 31, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate as of the 30 day of July, 2014.

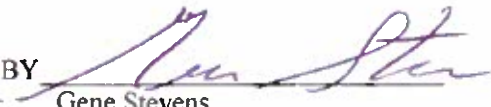
UNITED STATES OF AMERICA

BY

  
Jeremiah Ingerson  
Forest Supervisor  
Siuslaw National Forest

Rosboro, LLC

BY

  
Gene Stevens  
Senior V.P. of Land & Timber  
Rosboro, LLC